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A survey of 156 institutions using television and other educational media was conducted to determine the extent and nature of contracts or specific policies defining the rights and responsibilities of teachers using educational media. The survey aimed at both discovering present trends in policies and practices and forming a compendium of comparative information for future policymakers. Significantly, nearly one-fourth of those responding to the survey reported no policies governing the use of educational media. The remaining three-quarters reported a wide range of policies, which are broken down according to type of media used and area of policy decision, including teacher salary, work load, ownership rights to media materials, revision and termination rights, rights to reuse of materials within or outside the contracting institution, and liability of teachers. Sample contracts and policy statements are included with bibliography and full survey data in appendices. (BB)

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TEACHERS IN TELEVISION AND OTHER MEDIA

. . . a survey of policies and practices

by Donald F. Mikes

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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FOREWORD

This survey of contract policies and practices for mediated teachers contains implications for all those concerned with the effect which negotiations has on the curriculum of the school. There are many ways in which a policy that spells out teachers' rights and responsibilities can provide meaningful professional guidelines for achieving educational objectives. For example, the survey indicates that such policies can do much to ensure that new media become an integral part of classroom instruction rather than an isolated classroom supplement.

However, it should be noted that the survey also reveals that the policies define rights more explicitly than responsibilities, and it is in the latter area that the quality of the instruction is most effected. This could reflect the attitude that if the rights of a teacher are clearly defined and understood his professionalism will assure optimum instruction. But if policies specify working relationships or define operational procedures as part of the teacher's responsibility, then what is expected of teachers on special assignment is clearly understood and binding. This is an essential difference between the rights and responsibilities of the classroom teacher whose history has provided a rather clear understanding of his responsibilities, and the teacher on special assignment in new media working in an entirely new professional position with new media.

Fred Husmann
Center for the Study of Instruction, NEA

INTRODUCTION

Today's guidelines and general information on the development of contractual agreements, reserved or residual rights, and other policies for mediated teachers are derived primarily from --

1. The report on Copyrights, Clearances and Rights of Teachers in New Educational Media (1964) by Fred Siebert for the American Council on Education.

2. The 1963 NEA survey report titled Practices in Selected Public School Systems Relating to Professional Rights and Responsibilities of Television Teachers.

3. The 1962 Proceedings of the Conference on Professional Rights and Responsibilities of Teachers in Relation to Newer Educational Media and the NEA policy statement which was proposed as a result of this conference.

During 1968, it became apparent to the NEA staff that there existed a need to update the former survey of practices and expand it to include higher education, other communications media, and other policy areas. In addition, an updated survey could reflect change and thereby lead the way to discovering trends in policies and practices if some of the basic questions of the former study are included in the 1968 study.

In January of 1968, NEA's Division of Educational Technology launched this new survey of practices. In February, more than 300 questionnaires were mailed to institutions which were known to be making significant use of educational media. By May, 156 questionnaires were returned.

Of the 55 responding higher education institutions, 43 reported 88 policies in varius media, and 12 reported no policies for their media activity.

POLICY BREAKDOWN BY MEDIUM

CAI	2
DIAL ACCESS	5
FILM	7
PROGRAMED INSTRUCTION	2
RADIO	3
TAPES (AUDIO)	3
CCTV	34
ITFS (2500 mHz)	2
ETV BROADCAST	23
TRANSPARENCIES	7
	88

Of the 101 responding elementary and secondary systems, 70 reported 141 policies in various media, and 31 reported no policies for their media activity.

POLICY BREAKDORWN BY MEDIUM

CAI	5
DIAL ACCESS	4
FIILM	19
PROGRAMED INSTRUCTION	1
RADIO	7
AUDIO TAPES	3
CCTV	22
ITFS (2500 mHz)	10
ETV BROADCAST	37
TRANSPARENCIES	24
	141

TOTAL POLICIES

Higher Education	88
Elementary-Secondary	141
	2 29

TOTAL NO POLICIES

Higher Education	12 institutions
Elementary-Secondary	31 institutions
	43

This report lists the findings for 55 higher education institutions and 101 elementary and secondary school systems. These 156 institutions provide a total of 229 policies related to various media. Most institutions reported policies for more than one medium. Some reported policies in as many as five different media. Although the returns are relatively small compared to the total number of schools making extensive use of new media, the Division of Educational Technology of NEA feels they are a satisfactory sampling to discover most of the different professional rights practices now in use. In this respect, the survey can provide developing new media operations with a broad perspective of policies from which to design one's own.

In some categories, such as computer-assisted instruction and audio tapes, responses totalled fewer than 20, and these categories were eliminated from the survey report. As these media progress in use and sophistication,

policies for mediated teachers will develop. However, to date the number of policies remains insignificant.

The only importance of these particular responses is to point out the scarcity of formal policy statements or agreements between the teacher and the school or university in media not related to television. Even in the field of ITV, formal policies are not as common as they should be. Among the 156 respondents who were known to be making significant uses of new media, nearly one-fourth had no policy on the mediated teacher's rights and responsibilities. When one considers the extent and pace of growth in new media at schools and universities, this figure becomes one of the more important findings of the survey. For this reason, we hope that the report of professional rights and responsibilities of teachers in new media will provide insight and guidance which may stimulate the use of sound professional policies and agreements for mediated teachers and their institutions.

A SUMMARY OF POLICIES FOR TV TEACHERS

The majority of professional rights and responsibilities practices for teachers in new media were reported in the field of instructional television. Because of the large number of policies reported for ITV, the following listing of specific practices becomes useful for designing policy statements and agreements. The listing of practices can serve as an overview or perspective from which to examine the policy and contractual needs of an institution. In this way, it becomes an easy matter to discover practices which are most appropriate for any one situation. Policies are not listed in any preferential order.

This list has been expanded through legal consultation and an examination of practices reported in previous surveys so that the listing of practices may be considered relatively complete. No policies were intentionally omitted. Some, however, may not have been discovered. The word <u>other</u> has been added to the list of practices to encourage the reader to think of alternatives which may be more appropriate for a particular institution, but of which our staff is not aware. Also, this list may provide teachers with a background against which to pinpoint areas in their contracts which may not be covered yet which should be considered. It gives the teacher information not only about what is included in a contract or policy statement, but also what may be omitted.

<u>Key Areas</u>

A. Salary
B. Work Load
C. Program Ownership
D. Ownership of Supplemental Materials
E. Revision of Programs
F. Terminating Program Use
G. Reuse Within the Contracting Institution
H. Reuse Within the Contracting Institution but for Purposes Other Than Originally Intended
I. Reuse Outside the Contracting Institution
J. Special Uses Outside the Contracting Institution
K. Contract Reevaluation or Renewal
L. Liability
M. Other _____
_____

You will find that these practices are applicable for special TV teaching contracts, amendments to standard teaching contracts, and institutional policy statements.

In addition, some institutions find it useful to specify in the contract or policy statement the working relationship of the producer, the director, curriculum advisors, and others to the televised teacher. Some institutions specify who has the final say on program content or consider team teaching, certification, and the means of selecting televised teachers. Some of these policies are also for other media or only broadcast ITV, or CCTV, or ITFS systems. These are just a few examples of additional areas which might be evaluated for inclusion in a contract or policy statement. While reading this list, consider the alternatives to the practices listed.

PRACTICES

A. Salary. The practices listed below apply generally to public and private school systems and universities. At community ETV stations, some additional considerations to those listed are usually examined. For example, the TV teacher in this situation usually continues to be paid by his school which, in turn, is reimbursed by the station for the teacher's time. In this way, the teacher may retain retirement and other benefits of employment by a school system or university. Often in addition to the standard teaching contract with the school system or university, the teacher will have a special contract for television teaching with the ETV statio . The listing below applies to the relationship of the teacher and the employer even in the instances where the teacher is contracted with an ETV station. In any event, the TV teacher should adjust the terms of both the teaching and ETV contract to the relationship established between his school and the ETV station so as to assure full protection of his rights. These contracts have been known to conflict in areas such as work hours, holidays, and compensation.

The following practices were identified:

1. No additional payment and no teaching load reduction
2. An additional annual payment such as 5 to 10 percent of the standard teaching salary; no teaching load reduction
3. Reduction in teaching load only
4. An additional annual payment and a reduced teaching load
5. Relief from other nonteaching duties
6. Extension of the teaching contract into the summer
7. Supervisory status and benefits
8. Increase in salary a few percent for each year of TV teaching experience
9. Compensation on a per-program basis

10. Same compensation as other teachers on special assignments

11. Combination of different rates and types of compensation for program planning, production, revision, and replay

12. Compensation for travel expenses and mileage

13. Salary plus a royalty on sale or lease income from the programs

14. Other _____
_____

B. Work Load. In most cases, reasonable deadlines for the completion of televised materials are specified. In addition to the points below, working associations between the TV teacher and the rest of the staff could be specified. The work load and deadlines take into consideration some or all of the following points:

1. Time for early planning, e.g., released time during previous year

2. Time for research and for designing instructional materials

3. Time for consulting with advisers, curriculum specialists, etc.

4. Time for preparing supplemental materials such as teacher and student guidebooks, quiz and examination questions, scripts, outlines, etc.

5. Time for rehearsal and videotaping

6. Time for visiting classrooms to observe student reactions to the telelesson--often as much as 50 percent of a TV teacher's time

7. Time for evaluation

8. Time for learning, e.g., TV workshops, conferences, etc., for TV teachers

9. Time for workshops and meetings on TV utilization for classroom teachers

10. Time for editing

11. Time for revising and updating programs

12. Time the TV teacher spends on other professional duties not related to television

13. Other _____

_____

C. Program Ownership

1. TV teacher owns the programs but with specific rights reserved for the institution and/or ETV station. These rights are mutually agreed upon in writing. (This condition sometimes occurs on the university level.)

2. Institution or ETV station owns the programs with specific rights reserved in writing for the TV teacher.

3. Ownership of programs by the institution or ETV station for a limited period of time, after which all rights, including copyright, belong to the TV teacher.

4. Institution or ETV station owns programs with no rights reserved for TV teachers.

5. Other _____

_____

D. Ownership of Supplemental Materials. These include the following:

Notes
Scripts
Visual aids prepared by the teacher or by his supporting staff
Literary or artistic products
Inventions
Discoveries
Other _____

1. All of the above are the property of the TV teacher.

2. Some specific materials become the property of the ETV station and/or institution, but with appropriate compensation for developing these materials paid to the TV teacher.

3. All of the above become the property of the institution or ETV station.

4. Other _____

_____

E. Revision of Programs

1. Basing the revision of programs on the same compensatory basis as the original production

and 2. Permitting revisions to occur for a specific number of years after the original production--thereafter discontinuing the program or contracting for an entirely new program

or 3. No revision (question of revision open for renegotiation)

or 4. Requiring, as part of the original teaching contract, the revision of about 25 percent of all programs in a series each year

5. TV teacher employed in summer to revise programs

6. Including a statement insuring that the TV teacher and no one else may revise the programs.

7. Other _____
_____

F. Terminating Program Use. (It may be helpful in these cases to include on the videotape the date the program was recorded, thereby avoiding some confusion as to the date of termination.)

1. A specific number of years for use should be agreed upon (usually 3-4 years), after which the tapes are erased or the teacher can buy the lessons for the cost of the videotape or kinescope.

2. Use for a specific number of years, after which a committee, including the TV teacher, will decide on terminating, continuing to use or revising the telelessons.

3. Continue to use at will--even after the teacher leaves the institution.

4. Other _____
_____

G. Reuse Within the Contracting Institution (or by the producing ETV station).

1. No reuse; one time only (Usually a university situation where for practical reasons the tape is not kept.)

2. Continue to reuse without a time limitation

3. Reuse permitted for only a specified number of years, after which the program is terminated or revised

4. Reuse permitted for a specified number of years, after which a committee, including the TV teacher, decides on future use, revision, or termination

5. Other _____
_____

H. Reuse Within the Contracting Institution but for Purposes Other Than Originally Intended

1. Not permitted without the TV teacher's consent

2. Permitted for any or all of the following nonprofit conditions:

   a. For demonstrating to new TV teachers the right way of presenting televised lessons

   b. For promoting the lesson or series of lessons

   c. To demonstrate correct TV production techniques

   d. For previewing by classroom teachers

   e. For evaluation by the appropriate curriculum advisory body

   f. For use by students and others for review or to catch up on lessons missed because of illness, etc.

   g. Other _____

      _____

I. Reuse Outside the Contracting Institution. Any of the following policies may apply:

1. Reuse permitted at the discretion of the administration for purposes originally intended for the program

2. Reuse permitted as long as no charge is made for outside use, beyond postage, handling, or dubbing

3. With the teacher's written consent or approval on a case-by-case basis

4. On a nonprofit free exchange basis

5. With the teacher's written consent or approval on a fee basis, but not to recover all production expenses or to profit in a commercial sense from the sale or rental of programs

6. With the teacher's written consent or approval on a for-profit basis*

7. Rental or sale in any way the institution or ETV station sees fit*

8. Rental only*

*See page 13.

9. Sale only*

10. On a free exchange basis, but with specific exceptions stated, e.g., for cases of nationwide or regional distribution

11. Any one or more of the above policies, limited to a specific number of years

12. Other _____
_____

J. Special Uses Outside the Contracting Institution

1. Not permitted without consent of. TV teacher and producing institution or TV teacher and producing ETV station

2. Any nonprofit use

3. Permitted for any or all of the following purposes on a nonprofit basis:

   a. For demonstrating to new TV teachers the right way of presenting televised lessons

   b. For promotional purposes

   c. To demonstrate correct TV production techniques

   d. For previewing by classroom teachers

*In these cases the institution or ETV station frequently considers the following:

a. A percentage of the profit for the TV teacher (usually 10 to 50 percent)

b. Obtaining clearances and paying royalties on all copyrighted materials used

c. Determining who has the duty of clearing and paying royalties (e.g., the TV teacher can be authorized to make payments from a revolving fund, or authorized to make only payments under $5, or authorized to clear copyrights only if no payment is involved, checking with a designated staff member if payment is involved)

d. Determining a fair and reasonable basis for sale or rental charges

e. For evaluation by the appropriate advisory body of an institution that uses the telelesson

f. For use by students and others for review or to catch up on lessons missed because of illness, etc.

g. Other _____

_____

K. Contract Reevaluation or Renewal. Provisions for review and reevaluation of the TV teaching contract and renewing the contract should be stated in the original contract. The following policies have been identified at a few institutions:

1. Automatic renewal at the end of each contract period, with provision of reevaluation and negotiation several weeks before contract expires

2. Terminating contract at end of contracted period; the contract is reevaluated and a new revised contract agreed upon

3. Other _____

_____

L. Liability. In the performance of TV teaching duties, the teacher may be protected by his employer's assuming any damages, cost, expenses and legal fees resulting from copyright infringement, libel, or use of unlawful matter. (This statement occurs in many forms, even completely reversed, making TV teacher liable for videotapes which are owned by the institution.)

M. Other _____

_____

_____

_____

(In special circumstances or conditions, the TV teacher should always consult an attorney or his local teachers association.)

TRENDS IN ITV

A. COMPENSATION OF TEACHERS IN ITV

This section summarizes and compares the findings of the 1968 survey and of the 1963 survey entitled Practices in Selected Public School Systems Relating to Professional Rights and Responsibilities of Television Teachers. In 1963 The Division of Audiovisual Instructional Service (now the Division of Educational Technology), NEA, mailed 65 questionnaires to selected school districts which were known to be making extensive use of television. Fifty questionnaires were returned, and 39 of these were satisfactorily complete for purposes of evaluation. The findings of this survey are reported along with the corresponding results reported from the 1968 survey, within the same category of elementary and secondary users of ITV broadcasting and CCTV. The 1968 survey is based on a sample of 69 broadcast ITV and CCTV systems. In some questions, the total response amounts to more than 69, as respondents were free to check as many items as applied to their situation.

There is no one institution which fits into the pattern created by the most popular policy practices listed below. Therefore, changes noted by comparing practices in 1963 and 1968 reflect ways in which policies are changing, but not the acceptability or desirability of these changes for any one particular institution.

1. Which of the following arrangements are in effect in your school system for teachers who produce programs or other materials in new media?

	1963	1968
a. Teacher receives no additional compensation and no released time.	2	8
b. Teacher is allowed additional compensation and released time.	13	15
c. Teacher receives additional compensation but no released time.	6	9
d. Teacher is allowed released time but no additional compensation.	15	21
e. Other.	--	15

In 1968, practices remained basically the same. Teachers are given released time or released time and compensation.

2. Are teachers compensated for the preparation of teacher and/or student guides or other supplementary materials?

	1963	1968
Yes	16	31
No	20	29
Not applicable	--	6

It is a slightly more common practice today to compensate for preparation of supplemental materials such as student or teacher guidebooks than it was in 1963, however, the totals are insignificant.

3. Do you have special contracts, releases, etc., for any other members of the media team (e.g., TV directors, curriculum advisors, and other production personnel)?

	1963	1968
Yes	9	12
No	26	48

In most instances, having no special contracts or releases for other members of the media team is an even more common practice than having special arrangements.

4. Are teachers compensated for multiple use or reuse of their programs or other materials <u>within</u> the school district?

	1963	1968
Yes	1	4
No	35	63

There is no change in compensation for multiple use or reuse of programs <u>within</u> the school district. No compensation is still the most common practice.

5. Are teachers compensated for use or reuse of their programs or other materials <u>outside</u> the school district (by other school districts, regional or state networks, or tape libraries)?

	1963	1968
Yes	0	6
No	33	38

There are a few exceptions among ETV stations today which compensate teachers for <u>outside</u> the system use of programs. However, the most common practice is still not to compensate.

B. RESIDUAL RIGHTS

1. Who is considered the owner of the program or materials?

	1963	1968
a. The teacher who prepares the material	0	0
b. The school system	31	55
c. The ETV or radio station	7	13
d. Other	1	4

The school system is generally considered the owner of the program, as was the case in 1963.

2. In your school district, does the teacher have any rights with regard to revision of the content of the program or lesson material after it has been produced and released?

	1963	1968
Yes	13	47
No	16	13
Not applicable	3	4

If yes, then which of the following rights do teachers hold?

	1963	1968
a. The right to withdraw or revise the program when the teacher feels the information is inaccurate or obsolete	7	27
b. The right to withdraw or revise the program when the teacher is dissatisfied with his own appearance or with the technical aspects of the program	7	13
c. Other	8	12

Today the teacher more often has rights on revision of content than was the practice in 1963.

3. Does the teacher have any control over the modification of his program or lesson materials by others?

	1963	1968
Yes	22	36
No	7	22

The teacher today still has control over modification of his program by others. However, this tends to be less common practice than in 1963.

4. Can the program or lesson materials be edited, supplemented, or changed in basic ways without the consent of the teacher who produced it?

	1963	1968
Yes	8	27
No	17	30

Half the time, the teacher's programing can be changed in basic ways without the consent of the teacher who produced the program. This is more often true today than in 1963, when programs could not be changed in two out of three cases. This seems to show that although the teacher more often has rights on revision of programing, these rights may be shared with others on the media team.

5. Are releases obtained from program participants?

	1963	1968
Yes	8	20
No	21	39

Releases are obtained from program participants (i.e., guest consultants, children, and participants other than the teacher) as much today as in 1963.

6. Who is assumed to own supplementary materials, such as study guides for students, teacher guides, etc.?

	1963	1968
a. Author of the materials	0	1
b. Teacher who produced these materials	0	2
c. School district	33	49
d. ETV station	4	14
e. Other	2	2

Supplemental materials, such as study guides and teaching guides, are most often owned by the school district. Seldom does the teacher own these materials.

C. CONTRACTUAL ARRANGEMENTS

1. Are teachers who are working in new media under a special contract?

	1963	1968
a. Yes, special contract applies	2	9
b. No, same as other teachers	33	57

Few special contracts applied to television teachers in 1963 and so also today. There are presently, however, more special contracts among ETV stations than in 1963.

2. Does this special contract apply to more than one medium form?

	1963	1968
Yes	13	5
No	16	20
Not applicable	--	23

Special contracts apply more often to only one medium form, rather than two or more.

3. Are teachers who are working in new media under contract with:

	1963	1968
a. The school district	34	53
b. TV station on which they appear	3	3
c. ETV state or regional network	1	3
d. Other producing agency	0	4
e. Not applicable	0	3

Teachers working in broadcast ITV are most often under contract with the school district rather than ETV station. (There has been no notable change since 1963.)

4. What is your policy regarding the distribution, rental, and/or exchange of program materials with other institutions, school districts, libraries or regional and state ETV networks?

	1963	1968
a. Free exchange basis	15	33
b. Sale of the program	0	1
c. Rental agreements	9	17
d. Other	9	13

The policy of free exchange is the most common today, as it was at the time of the previous survey. Programing is not sold, but is often rented to other institutions.

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APPENDIX A

ELEMENTARY AND SECONDARY SCHOOL SYSTEMS

	ETV	ITFS&CCTV	FILM	TRANS
Total Returns:	37	32	19	24

SECTION A. COMPENSATION OF TEACHERS IN NEW MEDIA

1. Which of the following arrangements are in effect in your school system in regard to teachers who produce programs or other materials for new media?

	ETV	ITFS&CCTV	FILM	TRANS
a. Teacher receives no additional compensation and no released time.	3	5	8	11
b. Teacher is allowed additional compensation and released time.	10	5	4	3
c. Teacher receives additional compensation but no released time.	6	3	0	0
d. Teacher is allowed released time but no additional compensation.	10	11	3	7
e. Other	10	5	2	3
Total Responses:	36	29	17	24

Double Responses: b+d
c+e
b+c

1-a -We produce very few programs locally. Those that are developed are done by teachers on a volunteer basis. (ETV)
-Teachers are expected to produce materials during their planning period and after school. (CCTV, Films, Transparencies)
-The teacher is assigned full-time to the educational television department. (ETV)

1-b -Full-time assignment, regular salary for 12 months with a differential of from $35 to $50 per month. (ETV)

1-c -Up to $50 per TV program. (CCTV)
-We employ classroom teachers on a full-time basis for the year of their TV production. Professors--part-time on an honorarium basis. (ETV)
-We hire some teachers on a per-program basis as studio presenters. (ETV, CCTV)
-Teachers work on ITV programs outside school time. (ITFS)

1-d -Substitute teachers provided to cover classes of teachers involved in TV production. (CCTV)
-Teachers are released from their regular classroom duties either for short periods or longer for these extra duties. (ETV, Films, Transparencies)
-A substitute is supplied. Television becomes the teaching assignment from one month up to one year. (ITFS)
-TV teachers assigned to TV department as a teaching position. (ITFS)

1-e -Regular assignment including paid summer employment. (CCTV)
-We contract with our ITV teachers on a separate basis. They are employed full time in teaching positions. (ETV)
-Teachers are assigned to the television office full-time for the preparation of programs. They receive a $66 monthly differential. (ETV)
-Teacher is paid a higher salary for full time. (ETV)
-In winter, teacher receives no additional compensation and no released time. In summer, compensation.(CCTV, Films, Transparencies)
-On contract to authority as consultant. (ETV)
-Teacher fully employed by us. (ETV)
-Full-time employees of State network. (ETV, CCTV)
-This is teacher's assignment on same basis as classroom teacher. (ETV)
-Studio and media teachers employed 12 months instead of 10 months. (ITFS, Transparencies)
-I don't think we apply to your survey. Basically we contract with people for a service and reward them for this service. The State maintains all rights. We are opposed to teacher or professor royalties. (CCTV)

2. On what basis are teachers assigned to prepare programs or other materials in new media?

	ETV	ITFS&CCTV	FILM	TRANS
a. Full-time	22	8	0	2
b. Part-time	9	10	4	3
c. Overtime.....	2	5	4	6
d. Both full- and part-time	10	6	5	7
Total Responses:	34	26	12	17
Double Responses:	a+d	a+b	b+c	b+c
	a+b	bcd		
	c+d			
	a+b			
	abd			
	abd			
	a+b			

-The number of additional hours would depend only on the number or type of TV presentations produced. (ITFS)

2-a -Full days; five days for <u>each</u> half-hour program. (ITFS)

2-b -Fifteen to twenty hours. (ETV)
-On an "as-needed" basis only. (CCTV)

2-c -Hours range from three or four to more than a hundred.(ETV)

2-d -In winter, over time. In summer, full- and part-time. (CCTV, Films, Transparencies)

-Guests, short series are produced on a part-time basis as needed. (ETV)

2-a&d -Full-time for regular classroom teachers. Part-time for college and university professors. (ETV)

3. Are teachers compensated for the preparation of teacher and/or student guides or other supplementary materials?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	21	10	7	6
No.....	12	17	10	14
Not applicable.....	4	2	3	3
Total Responses:	37	28	18	22
Double Responses:		Yes-No	Yes-No Yes-No	Yes-No

-Yes. Teachers prepare lesson guides during summer months at $30 per lesson. (ETV)
-Yes. Compensated with college credit or money for preparing behavioral objectives using all types of media. (CCTV, Films, Transparencies)
-Yes. Receive extra compensation only by working 3-4 weeks in summer. (ETV)
-Yes. $7.50 per hour for teachers <u>other</u> than TV teachers, plus TV teachers. (ETV)
-Yes. At the beginning of a course or for a major revision, teachers are given about three weeks of additional work. They regularly have two weeks for minor revisions. (ETV)
-Yes. For writing the original guide the teacher receives $100; for revisions each year, $25. (ETV)
-Yes. $750 is paid to the TV teacher to develop teacher guides. This is done during the summer on their own time. (ETV)
-Yes. Summer. (CCTV, Films)
No. Winter. (CCTV, Films, Transparencies)

4. <u>How</u> are teachers compensated for preparing supplementary materials?

	ETV	ITFS&CCTV	FILM	TRANS
a. Included as part of program preparation agreement	23	15	5	10
b. Released time	2	3	0	5
c. Increase in salary	5	1	3	1
d. Specific payments for each of the materials	2	1	1	0
e. Additional month's pay	0	0	0	0
f. Summer employment	12	9	7	9
Total Responses:	35	24	13	20
Double Responses:	acf	b+f	b+c	abf
	(3)a+f	b+f	b+f	b+f
	a+c	abf	b+f	b+f
	b+c	a+f		a+f
	a+d			
	c+f			

4-f -Twelve-month contract optional. If elected, teacher is expected to spend the time from 12 to 3 p.m. preparing and producing ITV lessons! (CCTV)

5. Are teachers compensated for training sessions, workshops, and similar associated activities in new media which are scheduled during evenings, weekends or summers?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	14	15	8	9
No.....	17	12	10	14
Total Responses:	31	27	17	23

Double Responses: Yes-No

-Yes. Salary schedule given for workshops, etc. Usually, one unit. (CCTV)
-Yes. Summer workshops in the beginning. Saturday morning meetings during the year (2 or 3). (ETV)
-Yes. New TV teachers undergo a thorough orientation when they report for work during summer. Experienced TV teachers assist with workshops. (ETV)
-Yes. Hourly pay for evaluative activity; none for training sessions. (Films, Transparencies)
-Yes. Per diem for approximately 3-4 weeks in summer. (ETV)
-Yes. TV teacher's work-year begins 3 weeks earlier than classroom teacher's on full salary. (ETV)
-Yes. $25 per day. (CCTV, Films, Transparencies)
-Yes. Teachers who do this are paid on daily basis, based on teacher's salary. (CCTV)
-Yes. They are granted compensatory time for extra work assignments. (ETV)
-Yes. $7.50 per hour. (ETV)
-Yes. If arrangements are made by school or school district sponsoring training session, etc. (ETV)
-Yes. Release time, credit (graduate). (ETV)
-No. School Board pays for training elsewhere, if requested. (CCTV)
-In-service training sessions are paid at a rate of $2.00 per hour. This is accumulated until $100 is reached. The $100 is then added to the next year's contract. (Transparencies)
-Special service credit. (Films, Transparencies, CCTV)
-Summer--paid. Winter--when voluntary, no pay; when required, pay. (CCTV, Films, Transparencies)

6. Do you have special contracts, releases, etc., for any other members of the media team (e.g., TV directors, curriculum advisors, and other production personnel)?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	6	6	5	3
No.....	28	20	12	15
Total Responses:	34	26	17	18

-Yes. ITV director--12-month contract. (CCTV)
-Yes. Consultant help. (CCTV, Films, Transparencies)
-Yes. Supervisor, resource teacher and two full-time ETV teachers on contract. (ETV)

7. Are teachers compensated for multiple use or reuse of their programs or other materials within the school district?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	3	1	0	1
No.....	33	30	17	23
Total Responses:	36	31	17	24

-Yes. After three years in our division may receive 20% residual for ensuing years. (ETV)
-Yes and no. Two teachers under earlier arrangements are each paid $1500 per year for keeping materials current, participating in workshops, etc. Current teachers are not. (ETV, CCTV)

8. Are teachers compensated for use or reuse of their programs or other materials outside the school district (by other school districts, regional or state networks, or tape libraries)?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	5	1	0	0
No.....	23	15	9	10
Not applicable, since programs are not used outside the district	8	17	9	14
Total Responses:	36	32	18	24

Double Responses: No-N.A.

-Yes. They receive a 20% residual for all income received for outside use. This is based upon gross receipts. (ETV)
-At the present time such reuse outside the district has been only on a fair exchange basis. (ITFS)

SECTION B. RESIDUAL RIGHTS

1. Who is considered the owner of the program or materials?

	ETV	ITFS&CCTV	FILM	TRANS
a. The teacher who prepares the material	0	0	1	2
b. The school system	26	29	16	21
c. The ETV or radio station	10	3	0	1
d. Other	4	0	0	0
Total Responses:	36	31	17	23
Double Responses:	c+d bcd b+c	b+c		b+c

2. In your school district, does the teacher have any rights in regard to revision of the content of the program or lesson material after it has been produced and released?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	24	23	9	12
No.....	11	2	2	2
Not applicable....	1	3	6	5
Total Responses:	36	28	17	19

If yes, then which of the following rights do teachers hold?

	ETV	ITFS&CCTV	FILM	TRANS
a. The right to withdraw or revise the program when they feel the information is inaccurate or obsolete	12	15	6	9
b. The right to withdraw or revise the program when the teacher is dissatisfied with his own appearance or with the technical aspects of the program	4	9	3	6
c. Other	8	4	0	1
Total Responses:	20	21	7	12
Double Responses:	(4) a+b	(7) a+b	(2) a+b	(4) a+b

-No. We never revise without checking with them. (ETV)

2-c -Yes. Right to recommend revision. (ETV)
Not applicable. (Films)
-Teacher may request a review of the material to determine the need for revision. (ITFS, Transparencies)
-When teacher and curriculum specialists think revision is needed. (ETV)
-The right to confer with network management at any time on revision for any reason. (ETV, CCTV)
-The teacher has the right for <u>requesting</u> withdrawal based on (a) and (b) as well as any other reason he considers important. (ETV)
-All ETV live. (ETV)
-Yes. Both would be considered by the curriculum advisory staff and if request merits change, such would occur. A basic change would not be made solely on teacher request. (ITFS)
-We do not tape and hold programs except for teacher convenience. She can change those as she wishes. (ETV)
-Only had right to suggest need, but cannot make final decision. (ETV)

3. Please describe your policy regarding time and salary for the teacher when it becomes necessary to revise or redo programs or lesson materials when they become outdated.

-If teacher is still full-time employee, this is part of job. If not, arrangements are negotiated in terms of what needs to be done. (ETV, CCTV)
-Renegotiate a contract for new production. (ETV)
-Regular time--regular salary. (ITFS)
-None. (CCTV, Films, Transparencies)
-TV teachers whose programs are on tape become full-time supervisors to visit TV classrooms. They are on TV payroll. When redoing is necessary, they are available. (ETV)
-Compensation not less than original. (ETV, Films)
-This does not apply because in the past each TV lesson was revised on a yearly basis. However, next year we will "can" some programs, but we do not have a policy yet. (ETV)
-We employ at the same rate as original contract. (ETV)
-Fully employed teachers are continuously updating and revising. Part-time teachers are paid per lesson to redo. (ETV)
-Teacher is reimbursed on a per-program basis. (ETV)
-Have paid teacher $75 to revise and retape a lesson needing revision. (ETV)
-Same as original--start from scratch. (CCTV)
-Same arrangements as for initial production. (Films, Transparencies, ITFS)
-Policy same as original production. (ETV)
-The same provision as previously stated for original program would apply to revision. (ITFS)
-Same pay as for a new lesson. (ETV)
-Same as original production. (CCTV, Films, Transparencies)
-Our programs are live; we don't have this problem. (ETV)
-On same basis as original production. (CCTV)

4. Does the teacher have any control over the modification of his program or lesson materials by others?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	21	15	7	10
No.....	13	9	7	9
Total Responses:	34	24	14	19

-Yes. No one would modify his program without prior consultation with the teacher. (ETV)
-Yes. The teacher is in control. (ETV)
-Yes. All material presented is worked out through satisfactory agreement of TV teacher and curriculum staff. (ITFS)
-The teacher is always consulted about revisions. (ETV, CCTV)
-Material is modified only by him. (CCTV, Films, Transparencies)
-Teacher is directly involved in total development of the program. (CCTV)

5. Can the program or lesson materials be edited, supplemented, or changed in basic ways without the consent of the teacher who produced it?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	17	10	6	11
No.....	15	15	8	8
Total Responses:	32	25	14	19

-Yes. If the teacher is no longer in the district, or associated with the area presented in the material. (ETV)

6. Are releases obtained from program participants (i.e., guest consultants, children, other participants)?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	16	4	4	4
No.....	19	20	8	13
Total Responses:	35	24	12	17

7. Please describe your policy regarding the continued use of video and audio tapes, films, etc., of teachers who are no longer in the employ of your institution.

-They belong to the school district! (ITFS)
-Once teacher leaves the system his (her) tape (V.T.) is erased with consent of department head. (CCTV)
-We continue to use these materials without further contact with the individual. (Transparencies)
-Continue to use them. (ETV)
-No recourse--belongs to school or district. (Transparencies)
-We do not need consent of the teacher who has left the system. (CCTV, Films, Transparencies)
-Have no policy. My opinion is that we would do it only with the consent of the teacher involved. (ETV)
-All video tapes belong to district and are controlled by them. (CCTV)
-Do not use. (ETV)
-Our decisions on this matter are the same as with all materials. We continue to use them as long as appropriate. (ETV)
-We do not have a policy on this, but I am sure the tapes would be used if the teacher was no longer employed by our district. (ETV)
-Station has complete rights. Telecourses are revised when instructor feels it is needed. (ETV)
-Such materials continue in use as long as content remains valid. The teacher vests all right of use in the district. (Films, Transparencies)
-Materials are property of county schools office. Use is continued for at least three years. (ETV)
-We have a five-year agreement with our teachers. (ETV)
-We pay them the 20% of their original base salary if the series continues to be utilized. (ETV)

-No policy exists relative to this subject. However, the practice has been not to use for more than one year the material developed by a teacher no longer employed by the district. In clearing for materials we have experienced considerable delay and extensive communications. (ETV)
-The station retains the right to telecast any tapes. The control point is not the teacher who is absent, but the acceptance of the levies by teachers and students presently using the programs. (ETV)
-All programs are considered property of the school district. (ITFS)
-Our right to do this is one of the convenants of our contract with talent. (ETV)
-No set policy. We have paid $200 for reuse of 15 programs; $400 for reuse of 30 programs (25 minutes weekly). (ETV)
-We have no policy. (Transparencies)
-The situation has not arisen so far, and no policy is available. (CCTV, Films, Transparencies)
-They (video tapes) are used as they are needed in our curriculum. (ITFS)
-The video and audio tapes and films are the property of the school district and so are used as long as they are considered to be valuable classroom resources by classroom teachers, school administrators, and television committees, during a period of three years from the original date of broadcast, after which time rebroadcast must be with the concurrence of the television teacher. (ETV)
-Once the materials have been prepared and released, they may be continuously used by all teachers in our system for as long as the subject supervisor regards such materials as useful in the curriculum regardless of the termination of the employment of the originators. (ETV, Films, Tranparencies)
-We continue to use the programs, subject to ongoing evaluation by a curriculum committee. (ETV)
-Will reuse as long as applicable within limit of agreement. (ETV, Films)
-Has not been a problem since programs are not kept. (ETV)
-We do not use. (ETV)

8. Who is assumed to own supplementary materials, such as study guides for students, teacher guides, etc.?

	ETV	ITFS&CCTV	FILM	TRANS
a. Author of the materials	1	0	0	0
b. Teacher who produced these materials	0	2	1	2
c. School district	23	26	16	19
d. ETV or radio station	11	3	0	0
e. Other	2	0	1	0
Total Responses:	36	30	17	20
Double Responses:	c+d	b+c	b+c	b+c

SECTION C. CONTRACTUAL ARRANGEMENTS

1. Are teachers who are working in new media under a special contract?

	ETV	ITFS&CCTV	FILM	TRANS
a. Yes, special contract applies	8	1	2	2
b. No, same contract as other teachers	27	30	14	19
Total Responses:	35	31	16	21

2. Does this special contract apply to more than one media form (e.g., television and film, or closed-circuit and open circuit television)?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	4	1	1	1
No.....	13	7	5	5
not applicable.....	11	12	7	8
Total Responses:	28	20	13	14

-Not applicable. No special contract. (ITFS)

3. Are teachers who are working in new media under contract with:

	ETV	ITFS&CCTV	FILM	TRANS
a. The school district	30	23	12	15
b. Radio or TV station on which they appear,	3	0	0	0
c. ETV state or regional network,	1	2	0	0
d. Other producing agency,	3	1	1	1
e. Not applicable?	1	2	3	4
Total Responses:	35	28	16	20
Double Responses:	a+b			
	a+b			
	a+d			

3-a&b -Employed by station. School system pays salary for teachers retirement benefits, etc., and then school system is reimbursed by station. (ETV)

4. Do special contracts apply to both full- and part-time assignments?

	ETV	ITFS&CCTV	FILM	TRANS
Yes, both.....	12	1	2	2
Full-time only.....	3	1	2	2
Part-time only.....	2	1	0	0
Not applicable.....	15	19	10	12
Total Responses:	32	22	14	16

5. Does this contract make provisions for both compensation of teachers and residual (or reserved) rights?

	ETV	ITFS&CCTV	FILM	TRANS
a. Yes, both.....	9	0	1	1
b. Compensation only.....	5	3	3	3
c. Residuals only.....	0	2	1	1
d. Not applicable.....	18	19	10	12
Total Responses:	32	23	14	16
Double Responses:		b+c	b+c	b+c

6. For what length of time is this contract binding?

ETV: 5 years reported by one system
1 year reported by eight systems
10 months reported by three systems
9 months reported by one system
6-12 months reported by one system

FILM: 1 year or 9 months reported by three systems
11 months reported by one system

ITFS: 1 year or 9 months reported by two systems

TRANS: 1 year reported by one system
1 year or 9 months reported by one system
11 months reported by one system
9 months reported by one system

CCTV: 1 year reported by two systems
9 months reported by one system

-Until programs are completed. (ETV)
-At the present time only for the duration of the individual project. (CCTV, ETV)

7. How often is the contract revised?

ETV: 3 years reported by one system
1 year reported by eight systems
9 months reported by one system

FILM: 1 year reported by two systems

ITFS: 1 year or 9 months reported by two systems

TRANS: 1 year reported by two systems
9 months reported by one system

CCTV: 1 year reported by two systems

8. What is your policy regarding the distribution, rental, and/or exchange of program materials with other institutions, school districts, libraries or regional and state ETV networks?

	ETV	ITFS&CCTV	FILM	TRANS
a. Free exchange basis	15	18	10	13
b. Sale of the program to other districts and/or networks	0	1	2	2
c. Rental agreements in effect with other districts and/or networks	12	5	3	1
d. Other	6	7	5	4
Total Responses:	30	24	17	18
Double Responses:	(3)a+c	(3)a+c a+d a+d abc	a+c abc	abc

-No one has asked us for any of our programing. I assume a rental agreement would be made. (ETV, CCTV)

8-a -Within the State. (ETV)

8-c -Depends on the type of program and the type of organization requesting the program. (ETV)

8-d -Nothing to exchange. (CCTV)
-No set policy. (ETV, Films, Transparencies)
-Depending upon the material. A combination of a and c. (Films, Transparencies)
-Free exchange within State. Rental on others. (ETV)
-Do not distribute. (ITFS)

8-a&d -Under the federal grant, now ESEA Title III, all programs produced are in public domain. (ETV)

8-a,b,c -It depends upon the situation. We have done (or talked about doing) all three. If a TV tape is of interest to NET--sell; if a sister university wishes to borrow one film--free, a series--nominal rental; if a cooperating school system, industry, etc., wishes to assist us researching an audiovisual instructional program--free. (ETV, CCTV, Films, Transparencies, ITFS)

SECTION D. OTHER AREAS

1. Do you copyright your programs?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	7	3	2	1
No.....	26	28	14	19
Not applicable.....	2	0	1	0
Total Responses	35	31	17	20

2. Do you copyright supplementary materials such as teacher or student guide books?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	13	4	0	1
No.....	21	26	12	15
Not applicable.....	2	2	5	4
Total Responses:	35	32	17	20

Double Responses: Yes-No

3. Do you use program materials from foreign sources?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	8	6	2	2
No.....	25	23	11	11
Not applicable.....	2	0	1	2
Total Responses:	34	29	14	15

Double Responses: Yes-No

-Yes. All have been commercially purchased, so no problem has been raised. (Films, Transparencies, ITFS)

4. If you responded "yes" to the previous question, please describe what problems or difficulties, if any, you have experienced in clearing foreign materials.

-Just time, to date. (ETV)
-Clearance is often refused. (ETV)
-Awful! We have had to employ a customs broker to unsnarl the diplomatic red tape. (ETV)

5. If your means of transmission is a TV or radio station, is the teacher required to join a TV or theatrical union?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	1	1	0	0
No.....	29	11	3	5
No, Station is nonunion	7	4	1	1
Not applicable	2	12	8	8
Total Responses:	35	26	11	13
Double Responses:	(4)No-Nonunion	(2)No-Nonunion	No-Nonunion	No-Nonunion

6. Who determines program or material content?

	ETV	ITFS&CCTV	FILM	TRANS
a. Teacher who produces material	16	13	2	8
b. Writer	2	2	0	0
c. Program consultant or advisor	10	5	1	2
d. Team consisting of: (See below)	18	15	9	12
e. A committee of: (See below)	12	7	1	2
f. Other	5	1	1	1
Total Responses:	36	30	13	20
Double Responses:	abcdef	abce	a+d	a+d
	abcdef	a+c		ace
	a+f	a+c		ade
	a+c	abcde		
	abc	a+e		
	acd	a+f		
	acd	acd		
	(3)d+e			
	ace			
	acde			
	a+d			

6-a -Teacher who produces material. (ETV)

6-a&d -Teacher who produces material.
Team consisting of teacher, producer, and director. (CCTV, ETV)

6-a,b, c&e -Teacher and supervisors. (ETV, CCTV)
Program consultant or advisor. Subject area teachers. (ETV)

6-c&d -Program consultant or advisor and subject supervisor. (Films, Transparencies)

6-d -Teacher, advisors. (ITFS)
-Superintendent of curriculum, subject coordinator, TV coordinator. (ITFS)
-TV teacher, a committee of classroom teachers, the curriculum area supervisor, TV department producer, and the television administrative director. (ETV)
-TV teacher and coordinator of state classroom television.(ETV)
-Teacher and producer. (CCTV, Films, Transparencies)
-Usually: Television teacher
Instructional consultant
Television producer-director
Television executive producer. (ITFS)
-Members of same department. (Transparencies, Films)
-Coordinator of TV plus above. (ITFS)
-Teacher, curriculum coordinator and consultant. (ITFS)
-Teachers, consultant, producer. (Transparencies, Films)

-Studio teachers, classroom teachers, supervisors, consultants, principals. (CCTV)
-Teacher, curriculum specialists, producer and resource talent. (ETV)
-TV teacher, committee of classroom teachers, director of programs, coordinators. (ETV, Transparencies)

6-d&e -Team consisting of classroom teacher, TV teacher, producer, director, supervisors. (ETV)
-Team consisting of teacher and director. Committee of curriculum specialists. (ETV)
-Curriculum committee, teachers. (ETV)

6-e -Selected classroom teachers, administrators, TV teacher.(ETV)
-Teachers, curriculum specialists, radio program director, media director. (Transparencies)
-Teacher at grade level, subject supervisor
Supervisor-radio TV-teacher-writer. (ETV)
-Curriculum experts, teachers and administrators. (ETV)
-Teachers. (ETV)
-Curriculum consultants. (ETV)

6-f -Producer-director. Director of school broadcasting. (ETV)

6-e&f -A committee of resource studio teachers, other teachers, subject matter coordinator. Usually committee but many different arrangements hold. (ETV)

6-f -Principal. (CCTV)
-Varies. Usually the TV teacher and consultants and our curriculum advisory committee. (ETV)
-Subject supervisor. (ETV, Films, Transparencies)

7. Who gives final approval on program content?

-Teacher who is to use it. Teachers write programed and other new media materials for use within their own classrooms. They are assisted with the production of these materials by the AV Coordinator and sometimes by other interested teachers. When possible, teachers have been compensated for the time they have spent developing such materials. Some of this compensation was made possible through Title I project. Materials are shared with other districts, just as their material is shared with this district. This is a small school in an isolated rural area, and it is an innovative school. The lack of policies or compensation for time spent have not prevented them from developing those new media materials which will help the students to learn. Such materials are considered basic to an individualized program of instruction such as this. (Transparencies, Films)
-Teacher. (ETV)

-Final approval is based on team approval. (ETV)
-Supervisor and director of elementary education. (ETV)
-Television executive producer and assistant superintendent in charge of instruction, or consultant. (ITFS)
-Teacher. (CCTV, Films, Transparencies)
-Teacher and TV staff. (CCTV, ITFS)
-TV curriculum department. (ETV)
-TV teacher and coordinator; if a serious difficulty arises, the coordinator has final word. (ETV)
-Director of Instructional Media Center. (Transparencies,Films)
-Curriculum coordinator. (ITFS)
-Curriculum director. (ETV)
-Supervisor, ETV director, audio-visual. (ETV)
-Teacher and director CCTV. (CCTV)
-TV teacher. (ETV)
-Joint curriculum committee; subject area committee. (ETV)
-Subject supervisor and/or department director or an appointed evaluation committee. (Films, Transparencies)
-Director of program. (ETV)
-Curriculum leaders and director of instructional materials. (CCTV)
-Teacher. (CCTV, Films, Transparencies)
-The instructional technologist or the director of education. (ETV, CCTV)
-A committee of supervisors. (ETV)
-Coordinator and supervisor. (ITFS)
-Subject supervisor. (ETV)
-Subject coordinator and TV coordinator. (ITFS)
-Varies. Usually teacher. (Transparencies)
-Curriculum coordinator. (ETV)
-Depends on circumstances; may be any or all of above. (ETV)
-Principal. (CCTV)
-Teachers. (ETV)

8. Are special procedures established for accrediting courses when the major portion is taught via new media?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	4	2	0	1
No.....	13	8	6	7
Not applicable.....	19	17	8	9
Total Responses:	36	27	14	17

-Yes. Arrangements are made with accrediting institution. These vary with institutions or school districts. (ETV)
-Art courses taught by teacher over amplified telephone using transparencies and slides. (CCTV, Transparencies)

9. Are teachers who work in new media certified?

	ETV	ITFS&CCTV	FILM	TRANS
Yes.....	33	27	13	17
No.....	2	3	3	4
Total Responses:	33	28	15	20
Double Responses:	Yes-No Yes-No	Yes-No Yes-No	Yes-No	Yes-No

-Yes and no. Some teachers are certified. Some teachers are not certified. (ETV)

APPENDIX B

HIGHER EDUCATION INSTITUTIONS

	ETV	CCTV
Total Returns:	23	34

SECTION A. COMPENSATION OF TEACHERS IN NEW MEDIA

1. Which of the following arrangements are in effect in your university in regard to teachers who produce programs or other materials for new media?

	ETV	CCTV
a. Teacher receives no additional compensation and no released time.	1	7
b. Teacher is allowed additional compensation and released time.	8	6
c. Teacher receives additional compensation but no released time.	4	2
d. Teacher is allowed released time but no additional compensation.	10	20
e. Other	2	3
Total Responses:	23	33
Double Responses:	c+d	b+d
	c+d	c+d
		a+d
		a+d
		c+d

1-a -Course segment production thought of as a part of regular teaching duties in many cases. (ETV)

1-b -One-third to one-half release time for CCTV.
-Varies from course to course with stipend mutually agreeable to instructor, his department, and the TV facility. (ETV,CCTV)
-According to length of course. (ETV)
-Depending on teaching load, advising load, research in progress, committee membership, etc. (ETV, CCTV)

1-c -At night school teaching rates. (ETV, CCTV)
-$50 per program. (ETV)

1-c&d -In continuing education division course production. (ETV)

1-d -A. Planning
Three credit hours released time for producing TV units shorter than a complete TV course.
One-half load or full summer session for planning a complete TV course.
-B. In production
Full released time for teacher to complete TV course.
Six credit hours released for assistant TV teacher.
-C. Reruns of taped course
Three credit hours for main teacher. (CCTV)
-Usually <u>one</u> entire semester devoted to preparation of telecourse--no other duties. (CCTV)

-Released time on two-to-one ratio, i.e., two hours TV instruction=one hour conventional instruction. (CCTV)
-Approximately two hours reduction in teaching load for one hour of television teaching. (CCTV)
-Unless series is marketed. (CCTV)

1-e -Can be any combination of benefits agreed to by professor's department. (ETV, CCTV)
-Arrangements vary in each case. (ETV, CCTV)
-Teacher is allowed released time if such time can be covered by a research grant or contract. (CCTV)
-Separate contracts are made for each situation. (ETV)

2. On what basis are teachers assigned to prepare programs or other materials in new media?

	ETV	CCTV
a. Full-time	3	0
b. Part-time (How many hours)	11	16
c. Overtime (How many hours	2	5
d. Both full-and part-time apply in this case.	6	11
Total Responses:	21	30
Double Responses:	b+c	b+c c+d

2-a&b -On demand 10-40 hours per week. (CCTV)

2-b -Double the hours of credit for course. (ETV)

2-b&c -In some cases, one-fourth released time with provision for overtime is given. (ETV)

2-d -Typical example:
Semester I - 3 hours released to survey problem
Semester II - totally released to prepare and tape telecourse
Semester after this - 3 hours each semester to retape and supervise course. (CCTV)
-Arrangements vary in each case. (ETV, CCTV)
-Depending on the nature and scope of the TV project. (CCTV)
-Released time is given on a 4 to 1 basis for preparation and production and 1 for 1 for monitoring and editing repeat uses. (ETV, CCTV)
-Usually part-time September-June and full-time in summer. (ETV, CCTV)

3. Are teachers compensated for the preparation of teacher and/or student guides or other supplementary materials?

	ETV	CCTV
Yes.....	10	8
No.....	11	18
Not applicable.....	2	7
Total Responses:	23	33

4. How are teachers compensated for preparing supplementary materials?

	ETV	CCTV
a. Included as part of program preparation agreement	12	11
b. Released time	5	8
c. Increase in salary	1	1
d. Specific payments for each of the materials	2	2
e. Additional month's pay	1	0
f. Summer employment	2	2
Total Responses:	17	18
Double Responses:	a+b	a+f
	b+f	b+f
	abcdf	abcd
		a+b

4-d -Compensated by sale of work books or required materials through the book stores. (ETV, CCTV)

5. Are teachers compensated for training sessions, workshops, and similar associated activities in new media which are scheduled during evenings, weekends or summers?

	ETV	CCTV
Yes.....	9	6
No.....	9	21
Total Responses:	18	27

-Yes. Instructors are also compensated for conducting orientation workshops in new media when funds are provided by outside source (federal grants, etc.). (ETV)

6. Do you have special contracts, releases, etc., for any other members of the media team (e.g., TV directors, curriculum advisors, and other production personnel)?

	ETV	CCTV
Yes.....	4	2
No.....	17	31
Total Responses:	21	33

-No. Producer-director. (CCTV)

7. Are teachers compensated for multiple use or reuse of their programs or other materials <u>within</u> the university?

	ETV	CCTV
Yes.....	6	10
No.....	17	24
Total Responses:	23	34

-Yes. At ½ of normal night teaching rates. (ETV, CCTV)
-Yes. Released time and/or dollars. (ETV, CCTV)
-Yes. Each semester the taped course is used, the instructor receives three hours released time. (CCTV)
-Yes. To date, some have had released time on replay of taped series. This may change--policy not firm. (ETV, CCTV)
-Yes. Released time up to three credit hours during reruns. (CCTV)

8. Are teachers compensated for use or reuse of their programs or other materials outside the university (by other universities, school districts, regional or state networks, or tape libraries)?

	ETV	CCTV
Yes.....	9	11
No.....	7	8
Not applicable, since programs are not used outside the university	6	14
Total Responses:	22	33

-Yes. Compensated by outside user. (ETV, CCTV)
-Yes. Presently receive 50% of rental price. (ETV, CCTV)
-Yes. To be arranged by contract with University Research Committee and approved by Dean of Faculty. University and faculty member producing tapes would divide any income. No experience with contracts as yet. (CCTV)
-Yes. Individual negotiation with the professor by the outside agency wanting the tapes. (ETV, CCTV)

SECTION B. RESIDUAL RIGHTS

1. Who is considered the owner of the program or materials?

	ETV	CCTV
a. The teacher who prepares the material	3	5
b. The university	12	29
c. The ETV or radio station	5	2
d. Other	4	1
Total Responses:	21	33
Double Responses:	abc	abc
	a+b	a+b
		a+b

1-d -Joint ownership if done under released or paid time. (ETV, CCTV)
-School systems who support ITFS operation. (CCTV)

2. In your university, does the teacher have any rights in regard to revision of the content of the program or lesson material after it has been produced and released?

	ETV	CCTV
Yes.....	18	32
No.....	1	1
Not applicable	2	1
Total Responses:	21	34

If yes, then which of the following rights do teachers hold?

	ETV	CCTV
a. The right to withdraw or revise the program when they feel the information is inaccurate or obsolete	18	26
b. The right to withdraw or revise the program when the teacher is dissatisfied with his own appearance or with the technical aspects of the program	8	15
c. Other	4	4
Total Responses:	20	30
Double Responses:	(2) abc (6) a+b	(13) a+b abc

2-a&b -Yes. The instructor has <u>total</u> control of telecourse use. (CCTV)

2-c -Permitted to withdraw only upon completion of a better production. (CCTV)
-In cooperation with his department head. (CCTV)
-As member of the faculty of a department, he can influence the department's decision regarding reuse. Department controls. (CCTV)
-No. But there is a verbal agreement to reuse when necessary. (ETV)

3. Please describe your policy regarding time and salary for the teacher when it becomes necessary to revise or redo programs or lesson materials when they become outdated.

-Ad hoc basis. (CCTV)
-If the Department budget allows, the series is redone on the same terms as the original agreement. (ETV)
-May redo 25% per year. No additional salary or time. (ETV, CCTV)
-Revisions are done on the teacher's monitoring and editing released time. No further compensation is provided. (ETV, CCTV)
-Have thus far fitted into his present schedule and contract. Extensive revision not faced as yet. (CCTV)
-Will be handled case by case--will be released time, amount to be determined. (ETV, CCTV)
-Same as production. (ETV, CCTV)
-These would be done during released time automatically given faculty member during reruns in subsequent semesters. (CCTV)

-Same as for original production. (CCTV)
-Teacher does it on own. (ETV, CCTV)
-Each such instance is worked out individually sometimes with release time and/or compensation. (ETV)
-Generally no added compensation or released time. (CCTV)
-Revision becomes part of teaching load for current quarter. (ETV, CCTV)
-They do so on their own time--no compensation. (CCTV)
-Compensated on same basis (two-to-one) as for original production. (CCTV)

4. Does the teacher have any control over the modification of his program or lesson materials by others?

	ETV	CCTV
Yes.....	12	24
No.....	3	4
Total Responses:	15	28

-Yes. The TV teacher has sole right of revision. (CCTV)
-Yes. Full control. (ETV, CCTV)
-Yes. In all instances where modification is discussed, it is always left to the teacher. No editing is done without the teacher's O.K. (CCTV)
-Yes. Subject matter content never modified by others. (CCTV)
-Yes. No changes which would affect the content or instructional value can be made without his consent. (ETV)
-Yes. Occasion has not arisen, but no modification would be made without his agreement. (CCTV)
-Teacher controls content. (CCTV)
-The agreements signed by him give <u>him</u> the revision rights. (ETV, CCTV)
-Full potential. (CCTV)
-Others not generally permitted to make modifications. (CCTV)
-Yes. He cooperates in a team effort in this case. (CCTV)

5. Can the program or lesson materials be edited, supplemented, or changed in basic ways without the consent of the teacher who produced it?

	ETV	CCTV
Yes.....	8	8
No.....	13	26
Total Responses:	20	33

Double Responses: Yes-No Yes-No

6. Are releases obtained from program participants (i.e., guest consultants, students, other participants)?

	ETV	CCTV
Yes.....	9	15
No.....	10	17
Total Responses:	19	31

7. Please describe your policy regarding the continued use of video and audio tapes, films, etc., of teachers who are no longer in the employ of your institution.

-Do not use. (ETV, CCTV)
-They continue to receive residuals from rented programs with university use continued at no charge. (ETV, CCTV)
-No, we have no well-defined written policies. The university is currently experimenting with two graduate-level courses being taught by the use of video tape.
In one case tapes are being sent to industrial centers to provide instruction for plant personnel assembled in classrooms at or near the site. In the other instance, similar procedures are employed to provide instruction for teachers, extension workers and others at the graduate level. (ETV, CCTV)
-No policy at this time. (ETV)
-We just keep using them. (ETV, CCTV)
-Materials become sole property of University or ITFS school systems. Instructor involved forfeits all rights when he leaves. (CCTV)
-Institution continues to use such materials. (CCTV)
-No formal policy; however, the following guidelines are proposed. Recorded material will not be reused without the consent of the faculty member and his department head, or in a college without a departmental organization the dean of the college. Future use of recorded material shall be a matter for negotiation between the faculty member and the department head in cases where the faculty member retires or resigns. (ETV)
-Cannot be used without specific agreement (even when on sabbatical). (ETV, CCTV)
-All rights remain with the university. (CCTV)
-Not done! (CCTV)
-Contract of all faculty states free use of all materials produced or published while here. (CCTV)
-If the academic department feels they are appropriate, we continue to use them. (ETV, CCTV)
-a. Prior agreement required.
b. Compensation "to be determined by University and the faculty member in agreement and contract." (CCTV)
-Most users revise material continuously and material is taped for 4-6 weeks only. (CCTV)
-Video tape recorded material may be used within the University without additional compensation for a period not to exceed two years. Generally written agreement from the instructor should be obtained for these uses. (CCTV)
-As of the moment, our policy is, if the instructor wishes the tapes to be used, without compensation, they are used--but if not, they are immediately erased. (CCTV)
-Property of the University and can be used until deemed outdated. (ETV, CCTV)
-No difference. Materials are property of University and handled in same way as for teacher still employed. (CCTV)

8. Who is assumed to own supplementary materials, such as study guides for students, teacher guides, etc.?

	ETV	CCTV
a. Author of the materials	6	6
b. Teacher who produced these materials	6	9
c. The university	9	17
d. ETV or radio station	4	2
e. Other	4	2
Total Responses:	20	28
Double Responses:	abcd	a+c
	a+b	a+b
	a+b	abcd
	b+c	a+b
	c+e	b+c
	a+c	d+e
	d+e	

- Matter has not arisen. (CCTV)
- The department which financed the series. (ETV)

SECTION C. CONTRACTUAL ARRANGEMENTS

1. Are teachers who are working in new media under a special contract?

	ETV	CCTV
a. Yes, special contract applies.	2	1
b. No, same contract as other teachers.	21	33
Total Responses:	23	34

2. Does this special contract apply to more than one media form (e.g., television and film, or closed-circuit and open-circuit television)?

	ETV	CCTV
Yes.....	2	3
No.....	7	6
Not applicable.....	8	15
Total Responses:	17	24

3. Are teachers who are working in new media under contract with:

	ETV	CCTV
a. The university	20	31
b. Radio or TV station on which they appear	1	0
c. ETV state or regional network	1	0
d. Other producing agency	3	0
e. Not applicable	1	1
Total Responses:	22	32
Double Responses:	abcd	
	a+d	

3-a-The television station is part of the college. (ETV)

4. Do special contracts apply to both full and part time assignments?

	ETV	CCTV
Yes, both	2	4
Full-time only	0	0
Part-time only	1	1
Not applicable	14	22
Total Responses:	17	27

5. Does this contract make provisions for both compensation of teachers and residual (or reserved) rights?

	ETV	CCTV
a. Yes, both	0	4
b. Compensation only	4	3
c. Residuals only	1	1
d. Not applicable	12	20
Total Responses:	17	28

6. For what length of time is this contract binding?

ETV: 1 year reported by two institutions. (Not applicable: 14)
CCTV: 1 year reported by four instituions. (Not applicable: 20)

7. How often is the contract revised?

ETV: 1 year reported by two institutions. (Not applicable: 14)
CCTV: 1 year reported by four institutions. (Not applicable: 20)

8. What is your policy regarding the distribution, rental, and/or exchange of program materials with other institutions, school districts, libraries or regional and state ETV networks?

	ETV	CCTV
a. Free exchange basis	5	6
b. Sale of the program to other universities and/or networks	2	3
c. Rental agreements in effect with other universities and/or networks	8	12
d. Other	4	12
Total Responses:	16	29
Double Responses:	b+c	b+c
	b+c	c+d
	c+d	abc

8-a -At present have had no exchanges. (ETV)
-Generally willing to cooperate with those of similar desires, but teacher could prevent. (CCTV)

8-d -Combination of "A" and "C" depending on the program material. (CCTV)
-Any such uses are handled as individual situations. (CCTV)
-We do not allow locally produced video tapes off-campus unless accompanied by a faculty member who takes and brings back the tape. (CCTV)

SECTION D. OTHER AREAS

1. Do you copyright your programs?

	ETV	CCTV
Yes.....	3	2
No.....	17	30
Not applicable.....	1	1
Total Responses:	21	33

2. Do you copyright supplementary materials such as teacher or student guide books?

	ETV	CCTV
Yes.....	6	5
No.....	10	18
Not applicable.....	4	9
Total Responses:	20	32

3. Do you use program materials from foreign sources?

	ETV	CCTV
Yes.....	8	11
No.....	11	18
Not applicable.....	2	2
Total Responses:	21	31

4. If you responded "yes" to the previous question, please describe what problems or difficulties, if any, you have experienced in clearing foreign materials.

-Have experienced no difficulty, since our use of foreign materials is usually in the nature of arranging with another station to produce the program for us. CCTV usually limits activities to rental of materials from other institutions, and has no difficulties; however, on occasion, have not been able to use film inserts due to too high a fee and non-edit "must use audio also" clause. (ETV, CCTV)
-None so far! (ETV, CCTV)
-Generally, use only those which we can get persmission to use by writing letters. (CCTV)
-Locating copyright holders quickly. (ETV, CCTV)
-No unusual ones. (CCTV)
-Such occasions are rare--no difficulty. (ETV)
-Finding the person who has right to grant clearance. A great deal of time and many letters required. (ETV, CCTV)

-Art objects in art courses. (CCTV)
-No problems. (CCTV)

5. If your means of transmission is a TV or radio station, is the teacher required to join a TV or theatrical union? Which one?

	ETV	CCTV
Yes.....	0	0
No.....	17	14
No, station is nonunion..	11	9
Not applicable.....	1	15
Total Responses:	22	33

Double Responses: (7)No & nonunion (5) No & nonunion

6. Who determines program or material content?

	ETV	CCTV
a. Teacher who produces material	14	19
b. Writer	3	2
c. Program consultant or advisor	4	3
d. Team consisting of: (See below)	6	12
e. A Committee of: (See below)	7	6
f. Other	1	2
Total Responses:	23	32
Double Responses:	d+e	ade
	c+d	acde
	abcde	abcde
	b+e	a+d
	a+e	d+e
	ade	a+c
	a+c	
	a+c	

-Coordinator, director, teacher. (CCTV)

6-a -Teacher who produces material. (ETV)
-Teacher. (ETV, CCTV)
-Producer/director. (CCTV)

6-b -Writer. (ETV)

6-c -Program consultant or advisor. (ETV)

6-d -Teacher and TV producer. (ETV, CCTV)
-Teacher and director-producer. (CCTV)
-Teacher and producer. (CCTV)
-Teacher, producer. (ETV, CCTV)
-Producer and teacher. (CCTV)
-Professor + producer + planning specialist. (ETV, CCTV)
-Instructor and instructional technologist. (CCTV)
-Teacher (production). (ETV)
-Producer-director/teacher or professor. (CCTV)

6-e -Teachers, curriculum coordinator and TV producer. (ETV, CCTV)
-Faculty members from each participating school. (CCTV)
-Television board. (CCTV, ETV)

6-f -Producer/director. (CCTV)

7. Who gives final approval on program content?

-Professor. (CCTV)
-Head of Curriculum. (CCTV)
-Station manager. (ETV)
-The teacher. (CCTV)
-Teacher or teaching team. (CCTV)
-Teacher. (CCTV)
-Department chairman. (CCTV)
-Teacher. (CCTV)
-Teacher. (CCTV)
-Program consultant. (ETV, CCTV)
-Department head. (ETV, CCTV)
-Professor. (ETV, CCTV)
-Specific content is at discretion of professor (ETV, CCTV)
-Teacher. (CCTV)
-Faculty dean of department. (ETV)
-Project director. (ETV, CCTV)
-Teacher. (ETV, CCTV)
-Teacher. (CCTV)
-Department chairman or committee. (ETV, CCTV)
-Teacher and department chairman. (ETV, CCTV)
-Teacher. (ETV)
-Academic department. (ETV, CCTV)
-The instructor. (ETV)
-Clearly, the faculty member involved--not TV or any other committee. (CCTV)

8. Are special procedures established for accrediting courses when the major portion is taught via new media?

	ETV	CCTV
Yes.....	3	2
No.....	13	23
Not applicable.....	5	7
Total Responses:	21	32

-Yes. On open-circuit only, special committee decides accreditation (ETV, CCTV)

APPENDIX C

LIST OF PARTICIPANTS

Appreciation is due the following institutions for their cooperation in this survey:

Albuquerque Public Schools, Radio Station KANW-FM, Albuquerque, New Mexico
Alfred I. duPont School District, Wilmington, Delaware
Arizona State University, Tempe, Arizona
Atlanta Public Schools, Atlanta, Georgia
Auburn University, Auburn, Alabama

Baldwin High School, Wailuku, Hawaii
Baylor University, Waco, Texas
Bellevue Public School, Bellevue, Nebraska
Ben Davis High School, WBDG-FM, Indianapolis, Indiana
Beverly Hills Unified School District, Beverly Hills, California
Bowling Green State University, WBGU Television Center, Bowling Green, Ohio
Bradley University, Peoria, Illinois
Brooklyn College, Brooklyn, New York
Broward County Board of Public Instruction, Ft. Lauderdale, Florida

Carbondale Community High Schools, Carbondale, Illinois
Cedar Rapids Public Schools, Cedar Rapids, Iowa
Central Square Schools, Central Square, New York
Chicago Area School Television, Inc., Chicago, Illinois
Cincinnati Public Schools, Cincinnati, Ohio
Clarksville-Montgomery County Schools, Clarksville, Tennessee
Cleveland Board of Education, Cleveland, Ohio
Colorado Springs Public Schools, Colorado Springs, Colorado
Colorado, University of, Boulder, Colorado
Cy-Fair Senior High School, Houston, Texas

Dade County Board of Public Instruction, Dade County, Florida
Delaware ETV Network, Wilmington, Delaware
Delaware State College, Dover, Delaware
Delaware, University of, Newark, Delaware
Delta College, WUCM-TV, University City, Michigan
Denver, University of, Denver, Colorado
Detroit Public Schools, Detroit, Michigan

Eastern Illinois University, Charleston, Illinois
Elgin Public Schools, Elgin, Colorado
Elkhart Community Schools, Elkhart, Indiana
Enfield Public Schools, Enfield, Connecticut
Eugene Public Schools, Eugene, Oregon
Evanston Township High School, Evanston, Illinois

Franklin High School, Franklin, Wisconsin

Gary Public Schools, Gary, Indiana
Geneseo State University College, Geneseo, New York
Georgia, University of, Athens, Georgia
Grand Haven Public Schools, Grand Haven, Michigan
Grand Valley State College, Allendale, Michigan
Greendale Public Schools, Greendale, Wisconsin

Greene Central School, Greene, New York

Hagerman High School, Hagerman, Idaho
Hofstra University, Hempstead, New York
Houston Independent School District, Houston, Texas
Houston, University of, Houston, Texas
Huntsville Public Schools Educational TV Center, Huntsville, Alabama

Idaho State University, Pocatello, Idaho
Idaho, University of, Moscow, Idaho
Illinois State University, Normal, Illinois
Illinois, University of, Urbana, Illinois
Iowa State University, Ames, Iowa
Iowa, University of, Iowa City, Iowa
Ithaca College, Ithaca, New York

Jackson Municipal Separate School District, Jackson, Mississippi
Jefferson County Board of Education, Birmingham, Alabama

Kalispell Public Schools, Kalispell, Montana
Kansas City School District, Kansas City, Missouri

Lake Oswego School District No. 7, Lake Oswego, Oregon
Lake Shore Public Schools, St. Claire Shores, Michigan
Long Beach Unified School District, Long Beach, California
Los Alamos County School System, Los Alamos, New Mexico
Los Angeles County Schools, Los Angeles, California
Los Angeles Unified School Districts, Los Angeles, California

Maine ETV Network, University of Maine, Orono, Maine
Marquette University, Milwaukee, Wisconsin
Marshallton Consolidated School District, Wilmington, Delaware
Maryland, University of, College Park, Maryland
McComb Public Schools, McComb, Mississippi
Meeker Public Schools, Meeker, Colorado
Memphis City Schools, Memphis, Tennessee
Mesquite Independent School District, Mesquite, Texas
Michigan Classroom TV, Inc., East Lansing, Michigan
Michigan State University, East Lansing, Michigan
Mifflin County School District, Mifflin County, Pennsylvania
Milwaukee Technical College, Milwaukee, Wisconsin
Montgomery County Public Schools, Montgomery County, Maryland
Multnomah County School District No. 1, Multnomah, Oregon

Nebraska, University of, Lincoln, Nebraska
New Orleans Public Schools, New Orleans, Louisiana
New York City Board of Education, WNYE-FM-TV, New York, New York
New York State Education Department, Division of Educational Communications, Albany, New York
North Carolina, University of, Educational TV, Chapel Hill, North Carolina
Northeastern University, Boston, Massachusetts
Northern Highlands Regional High School District, Allendale, New Jersey
Northern Michigan University, Marquette, Michigan
Northwestern State College, Natchitoches, Louisiana

Ohio State University, Columbus, Ohio
Ohio University, Athens, Ohio
Oklahoma City Public Schools, Oklahoma City, Oklahoma
Olympia School District, Olympia, Washington

Oral Roberts University, Tulsa, Oklahoma
Osseo Independent School District No. 279, Osseo, New York

Parma Public Schools, Parma, Ohio
Pasadena City Schools, Pasadena, California
Pennsylvania State University, University Park, Pennsylvania
Philadelphia Public Schools, Philadelphia, Pennsylvania
Phoenix College, Phoenix, Arizona

Rensselaer Polytechnic Institute, Troy, New York
Richardson Independent School District, Richardson, Texas
Rochester City School District, Rochester, New York
Rochester Public Schools, Rochester, Minnesota

St. Paul Public Schools, St. Paul, Minnesota
San Diego Area Instructional TV Authority, San Diego, California
San Diego State College, San Diego, California
San Jose State College, San Jose, California
San Mateo Junior College District, College of the Air, San Mateo, California
Santa Ana College, Santa Ana, California
South Bend Community School Corporation, South Bend, Indiana
Southern California, University of, Los Angeles, California
South Carolina ETV Network, Columbia, South Carolina
South Dakota, University of, Vermillion, South Dakota
Spring Branch Independent School District, Houston, Texas
Sterling Township High School, Sterling, Illinois
Syracuse University, Syracuse, New York

Tacoma School District No. 10, Tacoma, Washington
Tennessee, University of, Knoxville, Tennessee
Texas Educational Microwave Project (University of Texas), Austin, Texas
Texas Technological College, Lubbock, Texas
Toledo Public Schools, Toledo, Ohio
Tupelo Public Schools, Tupelo, Mississippi

Union High School, Milwaukee, Oregon
Utah State University, Logan, Utah

Warwick School Department, Warwick, Rhode Island
Washburn University, Topeka, Kansas
Washington County Schools, Washington County, Maryland
Wayne State University, Detroit, Michigan
Western Michigan University, Kalamazoo, Michigan
West Hartford Public Schools, West Hartford, Connecticut
West Leyden High School, Franklin Park, Illinois
White Plains Public Schools, White Plains, New York
Wichita Public Schools, Wichita, Kansas
Wilder High School, Wilder, Idaho
Willoughby Eastlake Public Schools, Willoughby, Ohio
Wisconsin, University of, Madison, Wisconsin

KCTS-TV, Channel 9, University of Washington, Seattle, Washington
KDPS-TV, Des Moines Independent Community School District, Des Moines, Iowa
KLHS-FM, Lewiston High School, Lewiston, Idaho
KNME-TV, Albuquerque Public Schools and University of New Mexico, Albuquerque, New Mexico
KOET-TV, Ogden, Utah
KQED, San Francisco, California
KSLH, St. Louis Public School, St. Louis, Missouri
KYVE-TV, Yakima, Washington
WDCN-TV, Metropolitan Board of Education, Nashville, Tennessee
WETV-WABE, Educational Broadcasting, Atlanta, Georgia
WFBE, Oak Grove Campus, Flint, Michigan
WHA-TV, Wisconsin School of the Air, Madison, Wisconsin
WHRO-TV, Hampton Roads Educational TV Association, Hampton Roads, Virginia
WQED-WQEX, Metropolitan Pittsburgh Educational TV, Pittsburgh, Pennsylvania

APPENDIX D

SAMPLE CONTRACTS, POLICY STATEMENTS, AND RELEASE FORMS

INSTRUCTIONAL TELEVISION ASSIGNMENT AGREEMENT

Today, the use of television as an effective tool in education is in the foreground of those challenges facing educators. The California Teachers Association continues to be actively interested in the development of all uses of this medium which might improve the quality of education in an increased range of subjects so long as the principles of sound educational practices are observed. With this development, as in any pioneering adventure, there comes a vast avalanche of new and unforeseen problems which must be resolved before television can be said to be a completely effective and worthwhile tool in the education of the youth of our country.

One such problem is the relationship between the teacher who is selected a television instructor, his school district, and other teachers within the district who must use the teaching on closed circuit television. This three-way relationship raises such questions as the preservation of the television teacher's salary, retirement and responsibility to other teachers in the district.

Accordingly, the CTA, through its Professional Rights and Responsibilities Committee, has studied this problem, held conferences with television personnel and other educators, and has reviewed solutions reached by others engaged in instructional television, which efforts have culminated in the preparation of an amendment to the regular teacher contract with the district. This amendment form is to be used by those engaged in closed circuit instructional television. This form was submitted to the CTA State Council, the Association's policy-making body, at its meeting in Los Angeles on December 7, 1963 and approved.

This agreement is a recommended form and contains a balancing of the interests of the parties to it. Its aims are as follows:

1. To protect the salary and retirement rights in the district of a teacher serving as a television instructor.

2. To provide for the payment by the district to the teacher for any sale and/or re-use of his television instructional lessons.

3. To protect the teacher's professional standing in the event the television instructional lessons become obsolete.

The form is a suggested amendment to be used in conjunction with the regular contract for teachers and is specifically designed for school districts that are operating closed circuit television for instruction. Its purpose is to offer protection of professional rights to teachers who are engaged in closed circuit television instruction.

AMENDMENT TO EMPLOYMENT AGREEMENT
ASSIGNING TELEVISION INSTRUCTIONAL DUTIES

The employment agreement made between the undersigned district and the undersigned certificated employee, hereinafter "employee," on _____, 19___, is hereby amended as follows:

1. Assignment.
District assigns employee to perform television instructor duties as provided in Paragraph 2 of this Agreement.

2. Duties.
During this assignment, employee shall perform the following duties:
a. Teach telecourse lessons on the subject of _____.
b. Prepare outline of telecourse lessons for classroom teachers including but not limited to preparation of work sheets, tests and other related lesson material for class use.
c. Co-ordinate lesson plans with classroom teachers including but not limited to conferences with director and other television teachers.
d. Record the television lessons as directed by the superintendent.
e. Such other duties in connection with television instruction as may from time to time be directed by the superintendent.

3. Compensation for Original, Simultaneous Telecasting To Other Districts.
a. District shall pay employee a fee in the amount of _____ per cent of the gross receipts received by district from any district in payment for the original simultaneous telecasting of the telecourses or portion thereof.
b. The term original simultaneous telecasting means the transmission of a telecourse, either live and direct or on recorded video tape for the first time simultaneously to the employing district and any other district. (This per cent should be higher than the per cent for re-use because of the uniqueness of the broadcast.)

4. Compensation for Re-use.
a. District shall pay employee directly a re-use fee in an amount of _____ per cent of the gross receipts received by the district from any re-use of all or any portion of the telecourse by other telecasting stations of whatever type and wherever situated and a re-use fee of _____per cent of the gross receipt received by district from its own re-use in telecasting to other districts, or a flat fee of $_____ for any re-use of all or any portion of the telecourse either by other telecasting stations or districts, whichever is the higher. In the event the telecourse or portion thereof is sold with one or more telecourses or portion thereof taught by another employee the district shall apportion the total gross receipts received among each of the telecourses and compute the re-use fee on the basis of the amount apportioned to the telecourse herein and the above percentage
b. The term "re-use" as used in any provision of this Agreement means any re-use or license or lease of the rights to re-use all or any portion of the telecourse including the sale of all or any portion of the telecourse, or any re-use or license or lease of the rights to re-use all or any portion of a telecourse produced by another telecasting station or other producer of instructional television received in exchange for the rights to re-use all or any portion of the telecourse produced by district.

c. The term "telecast station" shall include any station that transmits and broadcasts a telecourse on an open or closed circuit or network.

d. In the event of the death of the instructor the re-use payments provided in this agreement shall be paid to the estate.

5. Expenses.

District shall reimburse employee upon presentation of proper vouchers for any traveling or other reasonable or necessary expenses incurred by employee in performing duties as a television instructor.

6. Committee.

A committee shall be established to be known as the _____, (hereinafter called "Committee"), which shall be composed of ____ certificated employee(s) selected by district. The members of the Committee shall serve for such period or periods as is provided in such appointment. The Committee shall perform the following duties:

a. To assist instructor in the preparation of manual and study guides.

b. To arbitrate disputes as provided in Paragraph 6 of this Agreement.

7. Notice of Re-use, Lease or License, Exchange or Sale; Review of Telecourse.

a. If district intends to re-use all or any portion of the telecourse, district shall serve on instructor written notice at least 30 days prior to intended re-use.

b. Any notice required to be given under the terms of this Agreement shall be deemed to have been duly served if delivered personally to the person to be notified in writing or if mailed, in a sealed envelope, postage prepaid to each person at his address shown on district's records.

c. Within 15 days after service upon him of the notice of the intention to re-use said telecourse, employee may file with the district a written objection opposing said re-use upon either or both of the following grounds:

(1) Said telecourse is obsolete in subject matter or teaching methods or

(2) Employee's professional standing might be substantially impaired by district's intended re-use.

d. Failure to file such objection within the time allowed will be deemed a waiver of employee's right to object and district shall have the right to re-use said telecourse or portion thereof.

e. If district concurs with said objection, it shall not re-use said telecourse or portion thereof.

f. If district disagrees with employee's objection, the objection shall be referred by district to committee for arbitration. Within 15 days after referral by district, committee shall meet, and where necessary, review the telecourse or portion thereof for the purpose of determining if said telecourse or portion thereof is obsolete in subject matter or teaching methods or if employee's professional standing might be substantially impaired by district's intended re-use. In the event committee determines that said telecourse or portion thereof is obsolete in subject matter or teaching methods or that employee's professional standing might be substantially impaired by district's intended re-use, district shall not re-use all or any portion of said telecourse. The determination by committee shall be rendered in writing and served on district and employee within 5 days after the review by committee and shall be final and binding on all parties.

g. Employee may waive any rights under this section by filing a written notice of intended re-use as provided in Subparagraph (a).

8. Literary Rights and Inventions.

a. Except as expressly provided in this agreement, employee shall not have any right, copyright, title, or interest of any kind or nature whatsoever in or to a telecourse recorded pursuant to paragraph 2d and the outline of telecourse lessons for classroom teachers and related materials prepared pursuant to paragraph 2b.

b. Subject to the provisions of paragraph 8a, employee shall retain sole right to his ideas, notes, and literary efforts developed in connection with the preparation of the telecourse and to any invention or new discoveries developed in connection with such preparation.

IN WITNESS WHEREOF the parties have executed this Agreement as of this _____ day of _____, 19___.

(OFFICIAL TITLE OF DISTRICT)

By _____

_____
INSTRUCTOR

V

RELEASE AND AGREEMENT

_____, 19___

KCSD-TV
Kansas City, Missouri
The School District of Kansas City, Missouri
Kansas City, Missouri 64106

Description of Television or Radio Program(s)
_____
_____
_____

Gentlemen:

I hereby agree to appear and participate in production of the television or radio program(s) described above, and with respect thereto I authorize you to record on film, tape or otherwise, my name, likeness and performance, to use and to authorize others to use such recordings (films, tapes or otherwise) for educational televsiion and radio broadcasting over not only your station but also over stations throughout the world, for a period of _____ years from _____, 19___, for general educational purposes, and I further agree that such recordings (films, tapes or otherwise) are and shall at all times be the property of the School District of Kansas City.

The School District may, in its discretion, copyright the recordings (films, tapes or otherwise) in its own name and may use the said materials for educational purposes by means not related to broadcasting. I also agree, insofar as it is reasonable, to edit and revise such recordings (films, tapes or otherwise) if requested to do so by you during the above-mentioned _____ year period. The School District may use and authorize others to use my name, likeness and biography for publicizing and promoting each and all of the broadcasts and uses herein referred to.

My appearance and participation in the television or radio program(s) described above constitute regular duties assigned me under my employment contract with the School District of Kansas City and/or under special contractual agreement with the School District of Kansas City, and I acknowledge that salary and benefits provided me under that contract and/or agreement are a consideration of this release and agreement, it being understood by me that I am not entitled to any additional compensation for the above mentioned appearance and participation, the making, use, editing and revising of recordings and the use of my name, likeness and biography, except as expresely hereinafter provided.

1. Compensation for my appearance and participation in production of the television or radio program(s) described above shall be: _____
_____
_____. (Include amount per month, year, program, or project, and inclusive period during which the work is to be done).

2. In the event the School District of Kansas City receives income from the rental or sale of such recordings (films, tapes or otherwise) from other school districts, agencies or networks for re-use purposes, then I am entitled

to share in the revenue received therefrom on the basis of _____% of monies received over and above shipping, handling, dubbing, and other business expenses. Any monies payable to me under this paragraph shall be sent to me by certified mail at the last address supplied by me to the School District. Payments need not be made more frequently than annually and the School District's liability to pay any sum due under this paragraph shall cease one year after the return of the said payment unclaimed by me or by the executor or administrator of my estate.

3. If during the _____-year period above mentioned the School District determines that such recording(s) require revision, I am to be given the opportunity to participate in such revision. Reasonable compensation for my participation in such revision shall be paid, the said compensation in no event to exceed the total original compensation. If I am a School District employee at the time that services are required under this paragraph, compensation may be through released time and/or additional payment. In the event that I am unwilling or unable to edit or revise any materials or in the event that the School District after reasonable effort is unable to locate me, I authorize the School District to edit or revise the materials and to use the materials as revised for the balance of the _____-year period covered by this Release and Agreement. If revisions made under this paragraph without my participation are substantial, neither I nor anyone on my behalf is to receive further compensation; if the said revisions are not substantial, my rights under this Release and Agreement shall remain in full force and effect.

4. If during or after the _____-year period, my employment by the School District terminates due to my death, resignation or retirement or due to nonrenewal of my contract by the School District, the terms of this Release and Agreement shall remain in full force and effect, except as otherwise herein provided.

5. This Agreement and Release is subject to amendment by an authorized representative of the School District and myself.

I warrant and represent that all material furnished by me in the above described television program(s) is my own original material or material which I have full authority to use for such purposes.

_____

APPROVED:
The School District of Kansas City, Missouri

By_____

Bowling Green State University
Bowling Green, Ohio

POLICY ON FACULTY RIGHTS AND RESPONSIBILITIES IN TELEVISION INSTRUCTION

I. Selection of Courses to be Televised

Proposal to teach a University course by television may be formally initiated by a) department chairman and faculty, b) a college dean, c) director of a school, or d) the Provost. The decision to televise a course shall require the approval of the academic department and appropriate academic officials(*). Departmental approval shall follow decision-making procedures of the department. The Director of Instructional Television shall be utilized as a consultant by the department considering the use of television. Courses shall be selected far enough in advance of presentation to permit teaching load adjustments for the semester or summer session immediately preceding the course presentation via television or its recording for subsequent presentation.

II. Selection of Television Teachers

Procedures used for assignment of instructors to non-televised courses shall be adapted to selection of television instructors--recognizing that the decision to televise a multi-section course may affect the teaching assignments of several instructors and other intra-departmental relationships.

III. Control of Course Content

Guarantees of academic freedom respecting non-televised courses shall apply to courses taught by television. In addition, the television instructor's control of course content shall extend to videotaped courses by vesting in him the right and responsibility to a) revise and re-record a course or part thereof deemed obsolescent in content or performance or b) cause the course to be erased upon the instructor's leaving the University faculty, including leaves of absence, unless he becomes party to a written agreement with the University in which the conditions of continued use of his tape recorded course or parts thereof are specified.

IV. Compensation for Television Teaching

A. "Live" presentation (**)

1. Preparation.

The teaching load of the instructor teaching a course on television for the first time shall be reduced a minimum of three

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(*) Academic Officials" includes the Provost, appropriate college dean(s), and where applicable, the director of a school and the Director of Off-Campus Programs.

(**) "Live" means televising without making a recording. It also refers to the making of videotape recordings to be played back during the same semester or summer session the recordings are made and/or during subsequent semesters or summer sessions.

hours during the semester or six hours during the summer sessions immediately preceding its production in the studio. This reduction shall be given for the adaption of the course to the television medium.

2. Production and Administration.

Teaching credit for a "live" televised course is granted for the production and administration of the course, i.e., preparation of written course materials, supervision of graduate or student assistants, etc.

Minimum compensation for "live" courses telecast either closed circuit or via the WBGU-TV transmitter to the Bowling Green campus and/or the University branches shall be in the form of teaching credit according to the following ratios:

Three-hours course:	(first time produced)	= 9 hours
	(second time produced)	= 9 hours
	(additional times produced)	= 6 hours

In situations requring it, an instructor's entire teaching load during a semester or two five-week summer sessions may be assumed by a televised course.

B. Videotape repetition

The following provisions assume the instructor who has recorded a course shall normally be responsible for its administration. Exception to this policy may be made by agreement among the instructor, department chairman, and appropriate academic officials.

1. Playback for Bowling Green campus students.

Compensation for televised courses presented a second and subsequent times by videotape playback for Bowling Green campus students shall be in the form of teaching load reduction of three hours for a three-hour course each semester or summer session the course is repeated. *

Additional teaching credit for administration of the course and revising and re-recording of individual lectures shall be determined by agreement among instructor, department chairman, and appropriate academic officials, but the credit shall be no less than three hours.

2. Playback for University branch students.

Should a course produced for Bowling Green campus students be repeated by videotape for use in one or more University branch, the instructor's teaching load reduction for administration of the course shall be determined by agreement among the instructor, the department chairman, and appropriate academic officials, but shall be no less than three hours.

(*) Editor's Note: Since the adoption of this policy statement, the University has converted from the semester calendar to a quarter calendar.

3. Playback by WBGU-TV to the general public.

WBGU-TV shall have broadcast rights to a televised course for presentation to the general public without compensation to the instructor. However, should the course be offered for University credit, the instructor's teaching load reduction for administration of the course shall be determined by agreement among the instructor, the department chairman, and appropriate academic officials, but shall be no less than three hours.

The management of WBGU-TV shall confer with the instructor on the suitability of a course for broadcast and shall obtain his written approval before including it in the program schedule.

C. Special cases

1. Team teaching "live" (*).

a. Preparation.

Each full-time faculty member in a television team teaching a course on television for the first time shall receive a three-hour teaching load reduction during the semester or during each five-week summer session immediately preceding the production of the course, provided the total reduction for members of the team does not exceed twelve hours.

b. Production and Administration.

Teaching load credit is provided for the production and/or administration of the "live" course, i.e., preparation of written course materials, supervision of graduate and student assistants, etc.

Minimum teaching credit for each member of the team shall be granted according to the following ratios:

Three-hour course:	(first time produced)	= 3 hours
	(second time produced)	= 3 hours
	(additional times produced)	= 3 hours

Total teaching load credit for the team shall not exceed twelve hours.

2. Team teaching by videotape repetition.

Teaching load reduction for videotape repetition of a course for the Bowling Green campus, the University branches, or the general public (as a credit course) shall be a maximum of three hours per team member and a maximum total of twelve hours for the team.

(*) "Team teaching" shall be considered to include instructors responsible for preparation, production, and administration of a course--not "guest" instructors responsible for one or two lectures only.

Additional teaching credit for administration of the course and re-recording of individual lectures shall be determined by agreement among members of the team, the department chairman, and the appropriate academic officials.

3. Use of a course produced in another institution or television station and offered for University credit.

   The decision to accept or reject a course produced outside the University shall be made by agreement among the department faculty, college dean, and Provost. A University faculty member shall be assigned to administer the course. His teaching credit for administration shall be determined by agreement among the instructor, department chairman, and appropriate academic officials, but shall be no less than three hours.

V. Distribution of Videotaped Courses Beyond the University

Videotapes or copies thereof may be borrowed by other educational institutions for a rental fee adequate to reimburse the University for its production and shipping costs. Determination of these costs shall be made by the University Broadcasting Policy Committee. However, no videotaped course shall be released for playback in other educational institutions or television stations without the written consent of the instructor of the course.

In the case of the course taught by a team, written consent of each member of the team shall be required.

VI. Contracts

Full and unrestricted ownership of the educational programs prepared for television is normally vested in the institution which initiates the program and pays for its production. The University shall, however, share aspects of control over television instruction with the faculty by entering into a contract with each television teacher. The contract shall be written by the appropriate administrative officer and shall include appropriate provisions of this policy statement. It shall further guarantee to the instructor, against University claim of ownership, his proprietary rights to lecture materials as well as other materials prepared by him which are associated with the course but do not appear in the television presentation.

The University shall retain ownership of videotapes on which courses are recorded and the rights to duplication of these tapes.

These provisions shall apply to courses produced by members of a team of instructors as well as by an individual faculty member.

Submitted by:

University Senate ad hoc Committee on
Faculty Relationships to Television Teaching

Approved by University Senate, April 21, 1965, as amended, and by the Broadcasting Policy Committee, June 25, 1965

11/16/65

(Sample Contract attached)

Form 1

RELEASE AGREEMENT

with

WBGU-TV
BOWLING GREEN STATE UNIVERSITY
BOWLING GREEN, OHIO

Dear Sirs:

In consideration of my appearing on one or more of the programs which you are preparing for _____, I hereby authorize you to use and to record, on film, tape or otherwise, my name, likeness and performance on such programs and to authorize others to use such recordings or films for educational television broadcasting over stations throughout the world, for audio-visual purposes and for general educational broadcast purposes without monetary compensation. You may also use my name, likeness and biography for publicizing and promoting such broadcasts and other uses. Should publications stem from these programs, I authorize you to use my contributions made on these programs in such publications without monetary compensation unless specific arrangements for compensation have been made between me and WBGU-TV. I reserve the right, however, on written notice to require WBGU-TV to revise and re-record any such program which in my judgment has become outdated in content.

I also agree to furnish WBGU-TV personnel copyright clearance for broadcast of any and all copyrighted material which I will use in the presentation of any program.

BY:_____

DATE:___/___/___

Witnessed by:

_____

Date: ___/___/___

Form II

RELEASE AGREEMENT

with

WBGU-TV
BOWLING GREEN STATE UNIVERSITY
BOWLING GREEN, OHIO

Dear Sirs:

I understand that the Bowling Green State University Television Instructional Center, WBGU-TV, is recording a television observation program in which my (child or ward) _____
(Name - Please Print)
is participating. It is understood that personnel of WBGU-TV will make every effort to safeguard the rights and privileges of participants.

You may record this program, on film, tape or otherwise, and you may use the observation within the curriculum of University courses for the improvement of teacher education, complete or condensed, at any time and at any place you choose, and for general educational broadcast purposes and audio-visual purposes without monetary compensation. You may authorize others to use such recordings for similar purposes.

You may also use my child's name, voice, and likeness together with biographical or other information concerning him (or her) with the presentation of this classroom observation.

I reserve the right to withdraw the approval by written notice if after completion of the recording I am dissatisfied.

BY:_____
(Signature of Parent or Guardian)

_____
(Address)

D ATE:_____/_____/_____

TERMS OF EMPLOYMENT

WQED - WQEX Television Teachers

Eligibility

A WQED - WQEX television teacher must be an employee of a school system or educational institution or a State Department of Education, or someone mutually agreed upon by the School Curriculum Advisory Committee.

Said teacher's salary will be based on degrees, certification and experience. Said teacher will retain the rights, benefits and salaries commensurate with the school system or educational institution by which said teacher is employed plus a 10% increment for the duration of the television assignment.

The school system will be reimbursed by WQED - WQEX at the regular salary rate of said teacher according to said teacher's step on the salary scale plus a 10% increment for the duration of the television assignment.

When a multiple number of teachers is used in a series, the TERMS OF EMPLOYMENT as defined will apply only to that portion of the series for which said teacher prepares and appears.

In the event that a teacher is assigned full-time to WQED - WQEX on a short-term basis, said teacher's salary will be pro-rated over the number of official working days of the school system directly for the salary of the teacher. Any increment or honorarium over and above reimbursement of salary is to be negotiated directly between the teacher and WQED - WQEX.

Reimbursement for the services of a teacher who is released part-time on a short-term basis is to be negotiated in each individual situation.

Delineation of Teacher's and WQED - WQEX's Rights and Privileges

WQED - WQEX retain all program and associated study materials (properties) rights in perpetuity provided all conditions set forth below are adhered to.

A. Initial Year

1. The fulfillment of the original television assignment is covered by the salary and increment.

2. The program and property rights for the initial year shall become the sole property of WQED - WQEX for use without an honorarium on WQED - WQEX only.

3. In the event that said programs and properties are released to other agencies within the initial year, the teacher will receive an honorarium as set forth below.

B. Subsequent Years

In the event a series is retained to be repeated at a later date, the following stipulations will be observed.

1. All contractual agreements concerning the repeat use of a series are limited to a one year period.

2. In the event WQED - WQEX repeats the recorded series after the first year, the teacher will receive an honorarium based on 10% of said teacher's salary scale at the time of the original contract. This same 10% increment based on the same salary scale will be paid each year the series is rerun. WQED - WQEX upon payment of the 10% increment shall retain all program and property rights.

   Should one or more lessons be eliminated from the broadcast schedule of WQED - WQEX, the 10% increment will be pro-rated on the total number of programs in the series and increment will be limited to those programs broadcast.

   a. Prior to giving permission to WQED - WQEX for rerun of a series, the said teacher in agreement with WQED - WQEX, has the right to review, alter, replace or withdraw all or any portion of said series for reason of academically questionable content.

   b. WQED - WQEX has the right to renegotiate for the remake of all or any part of a series considered by WQED - WQEX to be of a questionable production quality.

3. Only WQED - WQEX has the right to negotiate with any agency for the use of all or any portion of a series produced by WQED - WQEX for the entirety of that series.

   a. In the event that an outside agency wishes to broadcast all or any portion of a series the honorarium will be in lieu of the 10% increment. However, if during a given year WQED - WQEX and other agencies use all or any portion of a series, a 10% increment and honoraria will be paid to said teacher.

   b. Said teacher will receive an honorarium per program for the use of all or any portion of a series for the entirety of the contractual agreement made with another agency, based on the following scale:

15 minutes	$4.50 per program
20 minutes	6.00 per program
25 minutes	7.50 per program
30 minutes	9.00 per program

c. Upon completion of the original contract, if the outside agency wishes to repeat the series within that year, a new contract will again be drawn up and said teacher will receive an honorarium per program, as set forth above, for use of all or any portion of the series in which said teacher appears.

4. If a network of television stations wishes to use all or any portion of a series produced by WQED - WQEX, the above honorarium does not apply. In cases of free exchange of programming among network affiliates, negotiations for the use of the series in part or in entirety must be made and agreed upon among the network, WQED - WQEX and the said teacher.

5. If an agency wishes the right to distribute all or any portion of a series produced by WQED - WQEX, the above stated honorarium does not apply. Negotiations for the use of the series in part or in entirety must be made and agreed upon among the distributing agency, WQED - WQEX and the said teacher.

6. In the event of a teacher's death WQED - WQEX reserves the right to negotiate with the executors of the said teacher's estate.

This policy concerning TERMS OF EMPLOYMENT for WQED - WQEX Television Teachers is subject to review and/or revision effective one year after its inauguration.

Revised: March 10, 1966

SAMPLE OF ONE LETTER OF AGREEMENT WITH TELEVISION TEACHER

May 19, 1964

(Name)
(Address)
(City & State)

Dear _____:

The following represents our understanding of the mutual agreement between WQED and yourself for your services during the 1963-1964 school year. If you find this satisfactory, will you please sign the original and three copies of this letter, return three copies and retain one copy for your files.

We agree to employ you on a full-time basis for the (School System) school year 1963-1964 at the salary of _____. You will receive payment of this amount from the (School System). Also, all fringe benefits you received in the past will be included. In return, WQED will reimburse the (School System) in the full amount. The (School System) year begins _____ and continues until _____. We are asking that you begin the school year on _____ and continue until _____. Please note that you begin work two weeks prior to the (School System.) However, you are finished two weeks earlier than the school year.

It is agreed that you will assume the responsibility for teaching (no. of lessons) (name) lessons. If any or all of the courses that you are teaching on television are filmed, kinescopes, or video tapes will be the property of WQED. All study guides and lesson plan materials will be the property of WQED.

We are looking forward to working with you on these courses and, as always, it is our aim to achieve as high a standard of television teaching as possible.

Sincerely,

Samuel J. Francis
Business Manager

Accepted _____

Date _____

SJF/ce

MEMORANDUM

TO: School Services Staff

FROM: Rhea Sikes

DATE: February 22, 1965

RE: SAMPLE COPY: Permission and Clearance Form to Record Copyrighted Materials

Acing upon the recommendation of WQED's School Curriculum Advisory Committee, Metropolitan Pittsburgh Educational Television, a non-commercial, non-profit organization is producing a series of lessons entitled _____ _____ to be utilized as a part of classroom instruction for school children.

We wish to reproduce visually on Lesson _____ of this television series which is to be recorded on tape or film, the following copyrighted work(s):

DESCRIPTION OF MATERIAL:

Your signature signed below will indicate that you hereby grant us the right to reproduce on film or tape the copyrighted work(s) described above with the understanding that said recorded lessons will be used for educational broadcasting, audio-visual and similar educational purposes in perpetuity throughout the world and will not be used for commercially-sponsored broadcasting.

Your signature warrants that you have the right to grant us the rights herein granted and that the use of the copyrighted work(s) as herein contemplated will not violate any rights whatsoever of any person, firm or corporation.

Please sign below and return in the self-addressed envelope to indicate your acceptance of the foregoing.

Sincerely yours,

(Miss) Rhea Sikes
Director of School Services
Metropolitan Pittsburgh
Educational Television

RS:ce

Accepted and Agreed:

_____

Date: _____

DATE_____

WQED - TV
Metropolitan Pittsburgh Educational Television
4337 Fifth Avenue
Pittsburgh, Pennsylvania 15213

Dear Sir:

In consideration of my appearing on the program which you are preparing, I hereby authorize you to use and to record, on film, tape or otherwise, my name likeness and performance on such programs and to authorize WQED to use such recordings on film for educational and/or public service television broadcasting.

You may also use my name, likeness and biography for publicizing and promoting such broadcasts.

_____
(Name of Performer)

_____
(Program Title)

CIVIL RIGHTS RELEASE
(Television - Minor)

_____
(Date)

Metropolitan Pittsburgh Educational Television
Stations WQED - WQEX, Channel 13 and 16
4337 Fifth Avenue
Pittsburgh, Pennsylvania 15213

Gentlemen:

The undersigned hereby authorizes you, the owners and operators of your television stations, and your licensees to use and to record, on film, tape or otherwise, the name and likeness of _____ a minor, on and in connection with the broadcasting and reception of television programs on which said minor appears; and to authorize others to use such recordings for educational and/or public service television broadcasting over television stations throughout the world, and for audio-visual purposes before schools, colleges, classrooms, public and professional groups and for general educational purposes in perpetuity; and to use name, likeness and biography of said minor for publicizing and promoting such broadcasts.

_____
(Parent or Guardian of Minor)

_____
(Address)

_____

PROGRAM TITLE

_____

_____
(Date)